

BROADMOOR UTILITIES, INC.
P.O. Box 659
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WATER USER AGREEMENT

In consideration of the Utility providing water service: I agree:

1. To pay all necessary installation and/ or connection charges as required by the Utility for water service, which includes a refundable security deposit.
2. To install and maintain at my expense all necessary service lines, plumbing and fixture to enable the property owned by me to be connected to the Utility meter.
3. To pay all monthly charges beginning with the first complete billing cycle after water service has been established at the Utility's water meter on my property understand that regardless of whether or not I have installed the necessary service line or have consumed any water. I will still be required to pay the necessary monthly minimum established by the Utility. I further understand that if I do not receive a statement of current monthly charges it is my responsibility to contact the Utility during normal business hours to arrange payment and the fact that I have not received a water statement does not waive my responsibility to pay those charges or any late assessments or service charges that result my failure to remit the proper payment when it is due. Any unpaid balance will be turned over to collection agency.
4. To use the water in accordance with the rules and regulations established in the Utility's Bylaws and Amendments which include prohibiting me from connecting or allowing the connection of other residential dwellings or businesses to my water service.
5. To properly notify the Utility when I change mailing address, if I relinquish control of my property or for any other reason to request that water service to my property be terminated.
6. To grant the Utility, its successors and assigns, a perpetual easement in, over, under and around my property with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities together with the right to utilize adjoining lands belonging to the me for the purpose to ingress to and egress from the Utility's easement.

In consideration of my payment of all charges necessary for the installation and / or connection of water, the Utility agrees:

1. To make every effort to provide a continuous supply of safe portable water to me. I understand that at times due to equipment or power failures, water main breaks, weather related damage, and other preventable circumstances that the supply of water to my property may be interrupted. I understand that a guarantee of an uninterrupted supply of water cannot be granted by any water utility including Broadmoor Utilities Inc. and that if my residence or business requires a continuous supply, then it is my responsibility to install at my expense the necessary equipment to provide an alternate water supply. I further understand that I am required by law to notify the Utility of my intention to connect an alternate supply and that the Utility is required by law to inspect the supply to ensure that I have included the required backflow devices to prevent possible contamination to the Utility's water distribution system.
2. To charge me each month the established minimum charge plus applicable rates according to the actual flow usage registered on the Utility's water meter and recorded monthly by the Utility. I understand that at times inclement weather may prevent the reading of the water meter on my property and that the Utility may use an estimated chard based upon my historical consumption and that such estimations are provided by law but restricted by the fact that actual readings must be recorded the month preceding and the month following the estimation and that I must be notified that the charges are based upon usage estimates. I also understand that it is my responsibility to provide proof of reading error or payment error to the Utility in order for an adjustment to be considered.
3. To notify me of any changes in rates, policies, or amendments to the bylaws of the Utility.

Signature

Date